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12  
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14 CONTINENTAL RECORDS

15  
16 **UNITED STATES DISTRICT COURT**  
17 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

18  
19 CONTINENTAL RECORDS LLC, a  
20 California Limited Liability Company;

21 Plaintiff,

22 vs.

23 THE ROYALTY FAMILY, INC., a  
24 California Corporation; ANDREA  
25 ESPADA, an individual; ALI SALEH,  
an individual;

Defendants.

Case No.: 2:23-cv-5797

**PLAINTIFFS' COMPLAINT FOR:**  
1. **COPYRIGHT**  
**INFRINGEMENT**  
2. **TORTIOUS**  
**INTERFERENCE WITH**  
**CONTRACTUAL**  
**RELATIONS**

**JURY TRIAL DEMAND**

26 Plaintiff Continental Records LLC ("Continental Records"), by its  
27 undersigned attorneys, files this Complaint against Defendant The Royalty Family

1 Inc. (“Royalty Family”), for copyright infringement and tortious interference with  
2 contractual relations. In support thereof, Continental Records states and alleges as  
3 follows:

4

5 **INTRODUCTION**

6 1. This case arises out of the unauthorized use and infringement of  
7 Continental Records’ federally registered copyrights pursuant to 17 U.S.C. 501 and  
8 tortious interference with Plaintiff’s contractual relations.

9 2. Plaintiff, Continental Records LLC, is a company that focuses on the  
10 management, recording, marketing, and representation of musicians. Plaintiff  
11 entered into a contract with artist Will Kano wherein Plaintiff was granted exclusive  
12 artist services in its favor, as well as royalties and publishing rights. Pursuant to this  
13 agreement, Plaintiff obtained federally registered copyrights over the lyrics to the  
14 songs "Girl" (PAu 4-184-808) and "Baby Girl" (PAu 4-184-805).

15 3. Defendants are a corporation and family that collaboratively produces  
16 and publishes video content on the website YouTube.com. Defendants have willfully  
17 and blatantly infringed the copyrights of Plaintiff by featuring Plaintiff’s copyrighted  
18 work on their YouTube channel, without authority or license. Moreover, Defendants  
19 have featured Plaintiff’s artist, Will Kano, in multiple videos on its YouTube channel  
20 in direct violation of and interference with Plaintiff’s contractual agreement with  
21 said artist.

22 4. Plaintiff has unsuccessfully attempted to resolve Defendants’  
23 infringement and interference by reaching out directly to Defendants. Despite such,  
24 Defendants persist in their wrongful conduct. Left with no alternative, Plaintiff now  
25 seeks relief from this Court to resolve this dispute and receive compensation for the  
26 injury caused by Defendants.

## **PARTIES, JURISDICTION, and VENUE**

5. Plaintiff Continental Records LLC is a corporation organized under the laws of the State of California, having its principal place of business at 301 N Hollywood Way, Unit M, Burbank, California 91505.

6. Upon information and belief, Defendant The Royalty Family Inc. is a California corporation with its principal address listed as 1812 W Burbank Blvd. Suite 929, Burbank, California 91506.

7. Upon information and belief, Defendant Andrea Espada is an individual residing at 4291 Mount Royal Dr., Los Angeles CA 90041.

8. Upon information and belief, Defendant Ali Saleh is an individual residing at 4291 Mount Royal Dr., Los Angeles CA 90041.

9. This is an action arising under the Copyright Act, 17 U.S.C. § 501.

10. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331 and 1338 because it involves federal questions arising under the Copyright Act, as amended 17 U.S.C. §§ 101 et seq.

11. This Court also has pendent jurisdiction over all remaining claims in accordance with 28 U.S.C. § 1337.

12. Venue is proper pursuant to 28 U.S.C. § 1391.

13. This Court has personal jurisdiction as Defendants do business in the State of California and specifically direct their activities towards the residents of the State of California, including in this District, and reside in this District.

## **FACTS COMMON TO ALL CLAIMS FOR RELIEF**

14. Plaintiff, Continental Records LLC, is an organization that specializes in the management, recording, marketing, and representation of musical artists. Continental Records provides artists with professional support, resources, industry contacts, and global distribution to help artists reach a wider audience and achieve their career aspirations.

15. On May 1, 2018, Continental Records and musical artist Will Steven Cano Herrera (aka: "Will Kano") entered into an agreement (referred to as the "Agreement"). *See EXHIBIT A.* Under this Agreement, Will Kano agreed to provide exclusive services to Continental Records as a performing and recording artist, as well as a producer of Master Recordings and an author, composer, performer, arranger, and adaptor of musical compositions and Master Recordings. For a period of ten (10) years, and an additional three (3) years after the term, Will Kano committed not to perform any material for any person other than Continental Records.

16. Additionally, under the terms of the Agreement, Will Kano agreed to the following:

(a) Artist will not engage in any performance (including non-musical dramatic performances) for any person other than the Company in connection with the creation and/or exploitation of Videos.

(b) Artist will not license or permit the use of the Artist's Name and Likeness by anyone other than the Company.

(c) Artist will not provide any performance or service for any person other than the Company as a performing and recording artist, a producer of master recordings, or an author, composer, performer, arranger, and adaptor of musical compositions and master recordings.

17. Moreover, as per the terms of the Agreement, Will Kano granted publishing rights in favor of Continental Records. To formalize this arrangement, a

1 Co-Publishing Agreement was entered into by Continental Records and Will Kano  
 2 on May 01, 2018, and was incorporated as Exhibit B to the main Agreement. *See*  
 3 **EXHIBIT B.** Under the Co-Publishing Agreement, Will Kano irrevocably and  
 4 absolutely assigned, conveyed, and transferred to Continental Records, an undivided  
 5 fifty percent (50%) interest in the worldwide copyright and all other rights in and to  
 6 each musical composition which is written or composed, in whole or in part, directly  
 7 or directly by him.

8 18. On or around May 2020, Will Kano wrote and composed the lyrics to  
 9 a song entitled "Girl". Similarly, on or around September 2020, Will Kano wrote  
 10 and composed the lyrics for a song entitled "Baby Girl".

11 19. In accordance with the Agreement and Co-Publishing Agreement, the  
 12 lyrics for the songs "Girl" and "Baby Girl" were registered for copyright with the  
 13 United States Copyright Office. Copyright registrations were issued for "Girl" (PAu  
 14 4-184-808) and "Baby Girl" (PAu 4-184-805), listing Will Kano and Continental  
 15 Records as the Copyright Claimants. *See* **EXHIBIT C.** (collectively referred to  
 16 hereinafter as the "Copyrights" or "Copyrighted Lyrics")

17 20. On January 25, 2020, Will Kano made his first appearance on  
 18 Defendant The Royalty Family's YouTube channel. *See*  
 19 <https://www.youtube.com/watch?v=WewPrKDkYdE>, **EXHIBIT D.**  
 20 The video includes unauthorized theatrical/video performances of Will Kano  
 21 throughout the entire duration. Additionally, it features an unauthorized music  
 22 performance of Will Kano singing and playing guitar (timestamp of 11:00 to 15:15).

23 21. On February 27, 2020, The Royalty Family published the following  
 24 video: <https://www.youtube.com/watch?v=iGVKTnkYiR0> which contains  
 25 unauthorized use of Will Kano's image on the video thumbnail as well as  
 26 unauthorized theatrical/video performance of Will Kano across the entire video. *See*  
 27 **EXHIBIT E.**

1       22. On April 30, 2020, The Royalty Family published the following video:  
2 <https://www.youtube.com/watch?v=zzSlq7VdmPI> which features a performance of  
3 Will Kano singing the song “Girl” (time stamp(s): 00:02 to 00:13 – 15:13 to 16:12),  
4 the lyrics of which are covered by Copyright Registration No. PAu 4-184-808. *See*  
5 **EXHIBIT F.**

6       23. On or around May 14, 2022, Plaintiff corresponded with Defendants,  
7 informing them about the existence of the Agreement with Will Kano and  
8 Continental Records' rights pertaining to the songs written and produced by Will  
9 Kano. In response, Defendant represented that they would "go in a different direction  
10 and work with a different writer and producer." *See EXHIBIT G.*

11       24. However, despite being aware of the limitations of Will Kano and the  
12 existence of the Agreement, Defendant continued to feature Will Kano on their  
13 YouTube channel. On May 19, 2020, The Royalty Family published the following  
14 video: <https://www.youtube.com/watch?v=pKXvRTromZQ> which contains  
15 unauthorized use of Will Kano’s image on the video thumbnail as well as  
16 unauthorized theatrical/video performance of Will Kano across the entire video. *See*  
17 **EXHIBIT H.**

18       25. On June 02, 2020, The Royalty Family published the following video:  
19 <https://www.youtube.com/watch?v=X65Ww0hMgpo> which contains unauthorized  
20 use of Will Kano’s image on the video thumbnail as well as unauthorized  
21 theatrical/video performance of Will Kano across the entire video. *See EXHIBIT I.*

22       26. On September 17, 2020, The Royalty Family published the following  
23 video: [https://www.youtube.com/watch?v=\\_OBqNRT4VIU](https://www.youtube.com/watch?v=_OBqNRT4VIU) which features a  
24 performance of the song “Baby Girl”, the lyrics of which are covered by Copyright  
25 Registration No. PAu 4-184-805. *See EXHIBIT J.*

26       27. On September 20, 2020, The Royalty Family published the following  
27 video: <https://www.youtube.com/watch?v=ez2PvU6T5pw> which features a music

1 video for the song “Baby Girl”, the lyrics of which are covered by Copyright  
 2 Registration No. PAu 4-184-805. *See EXHIBIT K.*

3 28. On October 6, 2020, The Royalty Family published the following  
 4 video: <https://www.youtube.com/watch?v=qGJ4PopV88M> which contains  
 5 unauthorized use of Will Kano’s image on the video thumbnail as well as  
 6 unauthorized theatrical/video performance of Will Kano across the entire video. *See*  
 7 **EXHIBIT L.**

8 29. On November 03, 2020, The Royalty Family published the following  
 9 video: <https://www.youtube.com/watch?v=ij29uEnJGY8> which contains  
 10 unauthorized use of Will Kano’s image on the video thumbnail. *See EXHIBIT M.*

11 30. On or around December 2022, Plaintiff filed Digital Millennium  
 12 Copyright Act (DMCA) notifications against Defendants’ unauthorized videos on  
 13 YouTube.com. On January 06, 2023, Defendants’ filed a counter-notification  
 14 alleging that “[T]he royalty family owns all right title and interest in the song and  
 15 can provide the legal documentation supporting the ownership”, under the penalty  
 16 of perjury. *See EXHIBIT N.* As a result, Defendants’ infringing YouTube videos  
 17 were reinstated on Defendants’ channel. Contrary to Defendants’ statement,  
 18 Defendants do not hold rights, title, or interest in the copyrighted lyrics to the songs  
 19 “Girl” and “Baby Girl” featured on their channel.

20 **FIRST CLAIM FOR RELIEF**

21 **Copyright Infringement,**  
 22 **under 17 U.S.C. § 101 *et seq.***

23 31. Plaintiff realleges and incorporates by reference the allegations of  
 24 Paragraphs 1-30 inclusive, as though fully set forth.

25 32. Plaintiff is the owner of the Copyrights over the lyrics to the songs  
 26 “Baby Girl” and “Girl”, including the certificates of registration corresponding to  
 27 each.

1           33. Plaintiff is currently and at all relevant times has been the proprietor of  
 2 the rights, title, and interest in and to the copyrights of the work.

3           34. Defendants violated Plaintiff's exclusive rights in the copyrights by  
 4 showcasing the songs Baby Girl and Girl on their YouTube channel, featuring the  
 5 lyrics covered by the respective copyrights.

6           35. The performance of the song "Baby Girl", the lyrics of which are  
 7 covered by Copyright Registration No. PAu 4-184-805, has 90 million views as of  
 8 July 2023. (Ferran – Baby Girl Official Music Video  
 9 <https://www.youtube.com/watch?v=ez2PvU6T5pw>)

10          36. The performance of the song "Girl", the lyrics of which are covered by  
 11 Copyright Registration No. PAu 4-184-808, has 6.9 million views as of July 2023.  
 12 (Our 9 Year Old Son Has a SECRET CRUSH!  
 13 <https://www.youtube.com/watch?v=zzSlq7VdmPI>)

14          37. Defendants' improper use of Plaintiff's copyrighted lyrics was done  
 15 without Plaintiff's permission and does not constitute fair use of Plaintiff's  
 16 Copyrights. At no time has Plaintiff authorized Defendants to reproduce, distribute,  
 17 prepare derivative works, or publicly display the work or any portion thereof.

18          38. Defendants' above-described acts constitute copyright infringement in  
 19 violation of Section 501 of the Copyright Act, 17 U.S.C. § 501.

20          39. Defendants are willfully infringing Plaintiff's copyright by  
 21 reproducing, displaying, distributing, and creating derivative works of the work  
 22 without permission in violation of the Copyright Act, 17 U.S.C. § 106. The  
 23 infringement was willful, executed with full knowledge of Plaintiff's copyright, and  
 24 in conscious disregard of Plaintiff's rights.

25          40. By reason of the infringement, Plaintiff has sustained and will continue  
 26 to sustain substantial injury, loss, and damage to its ownership rights in the  
 27 copyrights.

1       41. Because Plaintiff is without an adequate remedy at law, Plaintiff is  
2 entitled to an injunction, in accordance with 17 U.S.C. § 502, restraining Defendants,  
3 its officers, directors, agents, employees, representatives, assigns, and all persons  
4 acting in concert with Defendants from engaging in further acts of copyright  
5 infringement.

6       42. Plaintiff is further entitled to recover from Defendants the gains, profits,  
7 and advantages Defendants have obtained as a result of copyright infringement.

8       43. Plaintiff is entitled to recover statutory damages in accordance with 17  
9 U.S.C. § 504.

10       44. Plaintiff is also entitled to recover costs and attorneys' fees in  
11 accordance with 17 U.S.C. § 505.

12       45. Plaintiff is informed and believes, and on that basis alleges, that unless  
13 enjoined by this Court, Defendants will continue its course of conduct and will  
14 continue to wrongfully use, infringe upon, sell, and otherwise profit from Plaintiff's  
15 copyrighted work.

16

17       **SECOND CLAIM FOR RELIEF**

18       **Intentional Interference with Contractual Relations**

19                   **[California Common Law]**

20

21       46. Plaintiff realleges and incorporates by reference the allegations of  
22 Paragraphs 1-45 inclusive, as though fully set forth.

23       47. Upon information and belief, Defendant has wrongfully interfered with  
24 the contractual relations between Plaintiff and its artist Will Kano. As described  
25 above, Plaintiff and Will Kano entered into a valid and enforceable contract. At all  
26 material times, Defendant was aware of this contract.

48. Upon information and belief, Defendant committed intentional and wrongful acts to disrupt and ignore the contractual relations between Plaintiff and Will Kano.

49. As a proximate result of Defendant's interference, Plaintiff has suffered and will suffer irreparable harm and monetary damages by, among things, (i) losing revenue and profits from its contractual relationship with Will Kano (ii) damage to its reputation and goodwill, and (iv) damage to its relationship with its artists and individuals within the industry.

50. Defendant has acted willfully, in bad faith, with malice, or with the intent to oppress Plaintiff. Defendant, unless restrained, will continue to interfere with Plaintiff's contractual relationship with Will Kano. This interference will cause Plaintiff great and irreparable injury, for which damages would not afford adequate relief.

51. Plaintiff is entitled to injunctive relief, monetary damages to compensate for the lost benefits of its reasonable business expectancies, consequential damages caused by Defendant's intentional interference, compensatory damages, and punitive damages.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays for judgment against Defendants as follows:

A. Entry of a judgment that Defendants have infringed the Copyrights;

B. Entry of a judgment that Defendants willfully and deliberately infringed Plaintiff's Copyrights:

C. Entry of a judgment that Defendants have intentionally, willfully, and deliberately interfered with Plaintiff's contractual relations:

D. An order preliminarily and permanently restraining and enjoining Defendants, its officers, agents, attorneys, and employees, and those acting in privity

1 or concert with Defendants, from reproducing, distributing, creating derivative  
2 works, displaying, advertising, promoting, offering for sale and/or selling, or  
3 performing any materials that are substantially similar to the Copyrights, and to  
4 destroy and certify to the Court such destruction or deliver to the Court for  
5 destruction or other reasonable disposition all such materials and means for  
6 producing the same in Defendants' possession or control;

7 E. An order preliminarily and permanently restraining Defendants and its  
8 agents, servants, employees, attorneys, and all persons acting in concert and  
9 participation with it from infringing upon Plaintiff's Copyrights;

10 F. An order of an independent accounting of all of Defendants' financial  
11 records relating to their infringing activities in order to determine the sums of money  
12 owed to Plaintiff;

13 G. An order requiring Defendants to pay to Plaintiff all damages or other  
14 monetary relief, including but not limited to all gains, profits, and advantages  
15 derived by Defendant as a result of Defendant's infringement of the Copyrights, in  
16 an amount to be determined at trial;

17 H. An order requiring Defendants to pay to Plaintiff statutory damages of  
18 \$150,000 per infringement pursuant to 17 U.S.C. § 504, at Plaintiff's election;

19 I. An order requiring Defendants to pay Plaintiff treble damages and/or  
20 exemplary damages because of Defendants' willful conduct pursuant to 35 U.S.C. 6  
21 284;

22 J. An award of costs and reasonable attorneys' fees relating to this action  
23 pursuant to 17 U.S.C. § 505 and 35 U.S.C. § 285;

24 K. Pre-judgment and post-judgment interest and costs in bringing this  
25 action against Defendants; and

26 L. Such other and further relief as the Court may deem just and proper.

**DEMAND FOR A JURY TRIAL**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff respectfully requests a jury trial of all issues that may be tried to a jury in this action.

RESPECTFULLY SUBMITTED this 18<sup>th</sup> day of July, 2023.

## OMNI LEGAL GROUP

/s/ Omid E. Khalifeh

Omid E. Khalifeh

Ariana Santoro

Louise Jillian Paris

Attorneys for Plaintiff,  
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